

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with name and/or order numbers.

1

12/2/09

1. DATE OF ORDER 10/20/2009		2. CONTRACT NO. (If any) N/A		6. SHIP TO:				
3. ORDER NO. EP10H000114		4. REQUISITION/REFERENCE NO. 0958EC9154 QT-DC-10-000211		a. NAME OF CONSIGNEE U.S. EPA Project Officer: DOUGLAS W ANDERSON				
5. ISSUING OFFICE (Address correspondence to) U.S. EPA Mail Drop: 3803R ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460				b. STREET ADDRESS 1310 L STREET NW Mail Drop: 927N				
c. CITY WASHINGTON		d. STATE DC		e. ZIP CODE 20005				
f. SHIP VIA: BEST WAY								
7. TO:				8. TYPE OF ORDER				
a. NAME OF CONTRACTOR BUILDING PERFORMANCE INSTITUTE INC				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please Furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.				
b. COMPANY NAME				<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on in this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
c. STREET ADDRESS 107 HERMES RD SUITE 110				10. REQUISITIONING OFFICE U.S. EPA Project Officer: JESSICA V WILSON (202) 564-2504				
d. CITY MALTA		e. STATE NY		f. ZIP CODE 12020				
9. ACCOUNTING AND APPROPRIATION DATA EC9154 2009 B 58E2 105A46CP3 2505 \$200000.00 TIN: DUNS: 949281273								
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED								
12. F.O.B. POINT FOB DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE Date 10/26/2009 - 10/25/2012		16. DISCOUNT TERMS NET30		
13. PLACE OF a. INSPECTION DESTINATION		b. ACCEPTANCE City State						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Technical Support for the Home Performance with Energy STAR Program Northern Virginia Pilot  See Attached SOW  Project Officer: Doug Anderson 202-343-9350 AltProject Officer:Dale Hoffman 202-343-9013			0	JOB	\$ .00	\$ 0.00	
2	Base Period Oct. 26, 2009 thru Oct. 25, 2010 Current Ceiling: \$200,000.00			1	EACH	\$200,000.00	\$ 200,000.00	
See Billing Instructions On Reverse	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$ 200,000.00	17(h)TOT (Cont. Pages)
	21. MAIL INVOICE TO:							
	a. Name RTP FINANCE CENTER		U.S. EPA Mail Drop D143-02					
	b. Street Address (or P.O. Box)		ENVIRONMENTAL PROTECTION AGENCY					
	c. City DURHAM		d. STATE NC		e. ZIP CODE 27711		\$ 400,000.00	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) JESSICA V WILSON TITLE: CONTRACTING/ORDERING OFFICER (202) 564-2504				

**RDER FOR SUPPLIES AND SERVICES  
SCHEDULE - CONTINUATION**

**PAGE NO.**  
2

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

**DATE OF ORDER**  
10/20/2009

**CONTRACT NO.**  
N/A

**ORDER NO.**  
EP10H000114

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
3	Option I Oct. 26, 2010 thru Oct. 25, 2011 Ceiling: \$100,000.00	1	EACH	\$100,000.00	\$ 100,000.00	
4	Option II Oct. 26, 2011 thru Oct. 25, 2012 Ceiling: \$100,000.00	1	EACH	\$100,000.00	\$ 100,000.00	

**Clause(s):**

**CO ADDED NATLOG Limitation of Funds**

Incremental funding in the amount of \$200,000.00 is obligated to this Purchase Order. The contractor shall not incur costs in excess of this amount until additional funding is provided by modification to this order.

The Contractor shall notify the Contracting Officer whenever it has reason to believe that the costs it expects to incur within the next 30 days will exceed 75% of the total funds obligated to this purchase order.

**CUSTOM CO ADDED COMMERCIAL ITEM CLAUSES (JUN 03)**

The following clauses are incorporated by reference:

52.212-1, Instructions to Offerors - Commercial Items (OCT 2000)

52.212-3, Offeror Representations and Certifications - Commercial Items (JUL 2000)

52.212-4, Contract Terms and Conditions - Commercial Items (FEB 2002)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2002)

The above-referenced FAR clauses are incorporated by reference in their entirety. The full text may be accessed at: <http://www.acquisition.gov/far/index.html>

**CUSTOM CO ADDED CEILING PRICED ORDERS (MAR 04)**

Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the purchase order, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and subsequently execute a formal written modification to the contract.

**CUSTOM CO ADDED INVOICES-RTP Finance (NOV 03)**

FAR 52.213-2 - Invoices

Invoices shall be prepared on a monthly bases containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 21 of this order.

OR

Invoices shall be submitted via e-mail to [RTPReceiving@epa.gov](mailto:RTPReceiving@epa.gov)

Provide the pdf file with the following naming convention and SUBJECT in email:

SI\_PO#\_inv#.pdf Example: SI\_EP08X00005\_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919)541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham, NC 27703

**CUSTOM CO ADDED PERIOD OF PERFORMANCE (NOV 03)**

The Period of Performance for this contract is as follows:

Base Period: October 26, 2009 thru October 25, 2010

Option Period I: October 26, 2010 thru October 25, 2011

Option Period II: October 26, 2011 thru October 25, 2012

**CUSTOM CO ADDED MONTHLY REPORTING REQUIREMENT (SEP 03)**

Each Monthly Progress Report in final form is due by the 15th of the following month to the Task Order Project Officer with a copy to the Contracting Officer in electronic format (Wordperfect, MS Word, PDF, or Excell Spreadsheet as appropriate). The Government shall have 15 working days to review, provide comments, and request additional information, as necessary, for monthly reconciliation.

**CUSTOM PROJECT OFFICER & ALTERNATE(S)**

The Project Officer is identified in Block 6 is hereby designated as the Contracting Officer's Representative (COR) for this requirement, Doug Anderson at 202-343-9350. An Alternate COR Dale Hoffmeyer at 202-343-9013, is approved by the Contracting Officer and named through a modification to this order. As such, the COR and Alternate shall only provide information of a general nature necessary in performance of this order and shall be responsible for inspection and acceptance of the services for the certification of the invoices. The COR DOES NOT have the authority to issue any technical direction which changes or modifies the scope of work, or alters the period of performance.

**CUSTOM TAX**

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

**CUSTOM OPTION TO EXTEND THE PERIOD OF PERFORMANCE (SEP 00)**

The Government has the option to extend the term of this Purchase Order four (1) additional year beyond the life of the three year order. If more the sixty (60) days remain in the Purchase Order period of performance, the Government, without prior written notification, may exercise this option by issuing a Purchase Order Modification. To unilaterally exercise the option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

**EP-S 04-02 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 2 (APR 04)**

Executive Order 13201- Notification of Employee Rights Concerning Payment of Union Dues or Fees, 29 CFR part 470 (April 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**NOTICE TO EMPLOYEES**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.



**EP-S 04-02 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 2 (APR 04)**

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

END OF CLAUSE

**EP-S 04-02 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 29 CFR part 470 (I) (APR 04)**

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW, Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY). To locate the nearest NLRB office, see the NLRB website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

**EP-S 04-02 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 29 CFR part 470 (II) (APR 04)**

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

**EPAAR 1552.209-71 Organizational Conflict of Interest**

This clause is hereby incorporated by reference, with the same force and effect as if it were given in full text. The full text of this clause may be accessed electronically at <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>.

**EPAAR 1552.232-70 Submission of Invoices**

This clause is hereby incorporated by reference, with the same force and effect as if it were given in full text. The full text of this clause may be accessed electronically at <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>. Please see the attached invoice instructions.

**EPAAR 1552.232-71 Application of Prompt Payment Act (APR 84)**

Contract with F.O.B Destination Deliverables (Apr 84) (Insert 10th calendar day in the blank)

**EPAAR 1552.232-72 Application of Prompt Payment Act (APR 84)**  
Contracts with F.O.B. Origin Deliverables

This clause is incorporated by reference.

**FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 03)**  
The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

**FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 03)**  
Data Universal Numbering System (DUNS) Number (Oct 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

END OF CLAUSE

**FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 08)**  
This clause is incorporated by reference. The full text of the clause is available at <http://www.arnet.gov/far/index.html>

**FAR 52.204-7 Central Contractor Registration (Alt I) (OCT 03)**  
Central Contractor Registration (Alt I)(Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (DB) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by DB plus a 4-character suffix that may be assigned by a business concern. (DB has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record Active.

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

**FAR 52.204-7 Central Contractor Registration (Alt I)(II) (OCT 03)**

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

FAR

**52.204-7 Central Contractor Registration (Alt I)(III) (OCT 03)**

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

FAR

**52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 08)**

To view the full text of this clause go to [www.acquisition.gov/far](http://www.acquisition.gov/far).

FAR

**52.212-4 Contract Terms and Conditions-Commercial Items (SEP 05)**

The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR

**52.212-5 Contract Terms & Conditions Required to Implement Statutes & Executive Order (APR 98)**

See <http://www.arnet.gov> to review the full text of this FAR clause.

FAR

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION**

This clause is incorporated by reference in its entirety.

FAR

**52.232-22 LIMITATION OF FUNDS (APR 84)**

This clause is incorporated by reference.

FAR

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 03)**

The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR

**52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (OCT 03)**  
Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractors EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractors EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

FAR

**52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (II) (OCT 03)**

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractors EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractors EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

FAR

**52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (III) (OCT 03)**

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractors financial agent.

**FAR 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (IV) (OCT 03)**

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

END OF CLAUSE

**FAR 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 84)**  
This clause is incorporated by reference.

**FAR 52.249-8 TERMINATION FOR DEFAULT**  
See <http://www.arnet.gov> to review the full text of this FAR clause.

## Additional Terms and Conditions

### Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

### TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

#### (a) Definitions.

\*Common parent,\* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

\*Taxpayer Identification Number (TIN),\* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States:

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

#### (f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

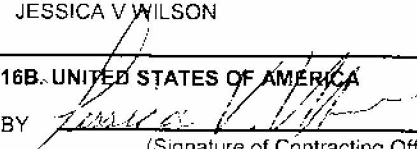


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A		PAGE OF PAGES 1   2 <i>Jan</i>	
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-DC-09-00977/0958EC9154		5. PROJECT NO. (If Applicable)	
6. ISSUED BY U.S. EPA ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460		CODE EPA Mail Drop: 3803R		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, ZIP Code) BUILDING PERFORMANCE INSTITUTE, INC. 107 HERMES RD SUITE 110 MALTA, NY 120204483  Fax Number: (202) 223-9516 Phone Number: (202) 223-9511				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD OF CONTRACT/ORDER NO. EP10H000114			
				10B. DATED (SEE ITEM 13) 10/20/2009			
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If Required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is <input type="checkbox"/> is not, <input checked="" type="checkbox"/> required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by CUF section headings, including solicitation/contract subject matter where feasible.) This order is hereby modified as set forth on the following page(s).</b> (Please See Block 14 on Page 2 For Modification Notes)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA V WILSON			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Jessica V. Wilson</i> (Signature of Contracting Officer)		16C. DATE SIGNED 8/13/10	
(Signature of person authorized to sign)							

The purpose of this modification is to remove Doung Anderson as the COR and add Ted Leopkey as the COR. As set forth all terms and conditions shall remain the same and in full force.

Ted Leopkey  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
OAR/CPD/ESRB  
Mail Code: 6202J

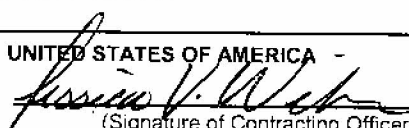
leopkey.ted@epa.mail.gov  
202-343-9659 (Phone)  
202-343-2200 (Fax)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b> N/A		<b>PAGE OF PAGES</b> 1   32		
<b>2. AMENDMENT/MODIFICATION NO.</b> 2		<b>3. EFFECTIVE DATE</b> See Block 16C		<b>4. REQUISITION/PURCHASE REQ. NO.</b> PR-DC-09-00977/0958EC9154		<b>5. PROJECT NO. (If Applicable)</b>	
<b>6. ISSUED BY</b> U.S. EPA ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460		<b>CODE</b> EPA Mail Drop: 3803R		<b>7. ADMINISTERED BY (If other than Item 6)</b>			<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, ZIP Code)</b> BUILDING PERFORMANCE INSTITUTE INC 107 HERMES RD SUITE 110 MALTA, NY 120204483				<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
				<b>9B. DATED (SEE ITEM 11)</b>			
				<b>10A. MOD OF CONTRACT/ORDER NO.</b> EP10H000114			
				<b>10B. DATED (SEE ITEM 13)</b> 08/13/2010			
<b>CODE</b>		<b>FACILITY CODE</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If Required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is <input type="checkbox"/> is not <input checked="" type="checkbox"/> required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by CUF section headings, including solicitation/contract subject matter where feasible.)</b> This order is hereby modified as set forth on the following page(s). (Please See Block 14 on Page 2 For Modification Notes)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>				<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> JESSICA V WILSON			
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b>		<b>16C. DATE SIGNED</b>	
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		8/27/10	

The purpose of this modification is to remove Dale Hoffmeyer as the Alt COR and add Rebecca Hudson as the Alt COR. As set forth all terms and conditions shall remain the same and in full force.

Rebecca Hudson  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
OAR/CPD/ESRB  
Mail Code: 6202C

Hudson.rebecca@epa.gov  
202-343-9862 (Phone)  
202-343-2200 (Fax)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A		PAGE OF PAGES 1   32		
2. AMENDMENT/MODIFICATION NO. 3		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-DC-09-00977/0958EC9154		5. PROJECT NO. (If Applicable)	
6. ISSUED BY U.S. EPA ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460		CODE EPA Mail Drop: 3803R		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, ZIP Code) BUILDING PERFORMANCE INSTITUTE, INC. 107 HERMES RD SUITE 110 MALTA, NY 120204483 Fax Number: (202) 223-9516 Phone Number: (202) 223-9511				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD OF CONTRACT/ORDER NO. EP10H000114			
				10B. DATED (SEE ITEM 13) 08/27/2010			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If Required) EE1029 2011 B 58E2 105A46CP3 2505 CT NET INCREASE + \$ 100,000.00							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is <input type="checkbox"/> is not, <input checked="" type="checkbox"/> required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by CUF section headings, including solicitation/contract subject matter where feasible.) This order is hereby modified as set forth on the following page(s). (Please See Block 14 on Page 2 For Modification Notes)							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA V WILSON				
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10/25/10	

The purpose of this modification is to exercise  
Option period I from Oct. 26, 2010 thru Oct. 25, 2011, and add funding in the amount of  
\$100,000.00 for the continuation of work. As set forth all terms and conditions shall  
remain the same and in full force.

**ORDER FOR SUPPLIES AND SERVICES  
SCHEDULE - CONTINUATION**

**PAGE NO.**  
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

**DATE OF ORDER** 10/25/2010

**CONTRACT NO.**  
N/A

**ORDER NO.** EP10H000114

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
The following line item has been modified:						
3						
From :	Option I	1	EACH	\$100,000.00	\$ 100,000.00	
	Oct. 26, 2010 thru Oct. 25, 2011 Ceiling: \$100,000.00					
To :	Option I	1	EACH	\$100,000.00	\$ 100,000.00	
	Ceiling: \$100,000.00					
The following vendor has been changed:						
From :	BUILDING PERFORMANCE INSTITUTE INC					
To :	BUILDING PERFORMANCE INSTITUTE, INC.					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 09/15/2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY HPOD		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
HPOD US ENVIRONMENTAL PROTECTION AGENCY HEADQUARTERS PROCUREMENT OPERATIONS ARIEL RIOS BUILDING 1200 PENNSYLVANIA AVENUE NW WASHINGTON DC 20460							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.			
BUILDING PERFORMANCE INSTITUTE INC ATTN NA 107 HERMES RD SUITE 110 MALTA NY 120204483				9B. DATED (SEE ITEM 11)			
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP10H000114			
				10B. DATED (SEE ITEM 13)		10/20/2009	
CODE (b)(4)		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$400.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) de-obligates funds in the amount of -\$400.00 and administratively closes the subject purchase order

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: (b)(4)

The purpose of this modification de-obligates funds in the amount of -\$400.00 and administratively closes the subject purchase order.

Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$100,000.00  
New Total Amount for this Award: \$300,000.00  
Obligated Amount for this Modification: -\$400.00  
New Total Obligated Amount for this Award: \$299,600.00  
Incremental Funded Amount changed: from  
\$100,000.00 to \$99,600.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jessica Wilson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP10H000114/0004

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

BUILDING PERFORMANCE INSTITUTE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 3</p> <p>Obligated Amount for this modification: -\$400.00</p> <p>Incremental Funded Amount changed from \$100,000.00 to \$99,600.00</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>11-12-B-58E2-105A46CP3-2505-CT-1158EE1029</p> <p>Amount changed from \$100,000.00 to \$99,600.00</p> <p>Percent changed from 100 to 99.6</p> <p>Delivery Location Code: RECON SHIP</p> <p>RECONSTRUCT SHIP TO</p> <p>WASHINGTON DC USA</p> <p>Payment:</p> <p>RTP FINANCE CENTER</p> <p>US ENVIRONMENTAL PROTECTION AGENCY</p> <p>RTP-FINANCE CENTER</p> <p>MAIL DROP D143-02</p> <p>109 TW ALEXANDER DRIVE</p> <p>DURHAM NC 27711</p> <p>FOB: Destination</p> <p>Period of Performance: 10/26/2009 to 10/25/2012</p>				

**STATEMENT OF WORK**  
**Technical Support for the Home Performance with ENERGY STAR Program**  
**Northern Virginia Pilot**

**I. Background**

The Home Performance with ENERGY STAR Program, as well as other Energy Star initiatives are all voluntary pollution prevention programs sponsored by the Environmental Protection Agency's Climate Protection Partnerships Division (CPPD). The primary goal of these Programs is to reduce emissions of greenhouse gases and other pollutants through reduced energy consumption.

The goal of the Home Performance with ENERGY STAR (HPwES) is to encourage homeowners to make comprehensive energy efficiency improvements to their homes. Quality Assurance (QA) is a very important component of the HPwES program and helps to ensure that homeowners get actual energy savings and that the reputation of the ENERGY STAR "brand" is protected. More information about HPwES can be found at [www.energystar.gov/hpwessponsors](http://www.energystar.gov/hpwessponsors).

EPA, working with the Department of Energy, plan to test pilot a HPwES program model with direct partnerships with home performance contractors and oversight by an independent agent. This pilot will test a new quality assurance approach and marketing a performance metric. A copy of the draft pilot plan can be obtained by sending a request to [homeperformance@energystar.gov](mailto:homeperformance@energystar.gov).

**II. Purpose**

The purpose of the Task Order is for the Contractor to accredit (verify) that home performance contractors, participating in a pilot HPwES program in Northern Virginia, meet the program eligibility requirements and follow standard operating procedures (SOPs) for evaluating home energy efficiency and completing home energy efficiency improvements. In addition, the Contractor will provide guidance to home performance contractors on how to establish Quality Management Systems (QMS) to record and track home performance and business metrics for each job. This guidance may include, but is not limited to, explaining the requirements and protocols to home performance contractors in writing and presentations. The Contractor shall also provide protocols for electronic data transfer so that home performance contractors can easily submit information on their work for review and evaluation.

The Contractor staff shall at all times identify themselves as Contractor employees and shall not present themselves as EPA employees. Furthermore, they shall not represent the views of the U. S. Government, EPA, or its employees. In addition, the Contractor shall not engage in inherently government activities, including but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead.

**III. Required Personnel**

The optimal organization to perform the work in this task order shall have personnel with expertise in accrediting residential building performance companies including the review of business Quality Management Systems of home improvement and weatherization businesses. The personnel shall have experience and a proven understanding of the HPwES program, the requirements of the pilot HPwES program, and building science. The organization shall have personnel with knowledge of information technology and electronic data transfer standards. The Contractor may obtain the services of subcontractors if necessary to gain additional expertise for the tasks covered under this task order.

## **IV. Tasks**

### **Task 1**

Accredit (verify) that home performance contractors seeking to participate in the pilot HPwES program meet the eligibility requirements and follow standard operating procedures (SOPs) for evaluating home energy efficiency and completing home energy efficiency improvements. This will be done by visiting the contractor's place of business for the accreditation interview. The Contractor will collect a fee from contractors to cover at least half (½) the cost of the accreditation activity.

The requirements for contractors to participate in the pilot HPwES program are as follows:

- Commitment and ability to perform a comprehensive home energy assessment according to consensus-based, building science SOPs;
- Commitment and ability to install energy efficiency improvements according to local codes and consensus-based, building science SOPs;
- Commitment and ability to use quality management systems to record and track home performance and business metrics for each job;
- Have \$1 million in general liability insurance;
- Have workers compensation insurance; and
- Have registrations, licensing and/or bonding documentation that is required by state or local government to conduct business.

The accreditation shall consist of four parts:

- 1) Meet face to face with the home performance contractors to review records, equipment and personnel qualifications in order to determine if the pilot program requirements have been satisfied.
- 2) Routinely collect and review information from participating contractors to determine if SOPs are followed. This will include in-home inspections of 5% (percent) of all jobs completed to ensure that work was done to program requirements. Report a summary of jobs completed by participating contractors on a quarterly basis to the EPA Task Order Project Officer (TOPO).
- 3) Distribute and collect customer satisfaction surveys on jobs done by participating contractors; and
- 4) Annually accredit that participating contractors meet the requirements of the pilot and have completed any agreed upon improvements to their business quality management systems.

The Contractor will be expected to begin accrediting home performance contractors one month after a contract is awarded. The EPA TOPO will provide a list of potential contractors that are interested in participating in the pilot program. The Contractor will provide the EPA TOPO with the name, address, email address and phone number of each accredited home performance contractor within 5 business days after completing a verification/review. The Contractor will provide the EPA TOPO with a written summary report quarterly, that includes the number of jobs completed by each accredited home performance contractor, results from customer satisfaction surveys (sent and returned), and activities to review if SOPs are being followed.

### **Task 2**

Provide guidance to home performance contractors on internal business and technical Quality Management Systems (QMS). QMS is a set of policies and procedures an organization commits to follow to ensure the delivery of quality building performance contracting services which includes, but is not limited to quality planning, quality control, quality assurance and quality improvement. The guidance should make it clear to contractors what practices and policies they need to adopt to establish an internal business quality management system, why it is important, and all the steps necessary to meet quality assurance requirements to participate in the pilot HPwES program. Guidance can be delivered through multiple media including, printed

documents, web site, video, seminar, workshop or one-on-one consultation. The Contractor will provide the EPA TOPO with a quarterly summary of all documents and methods used to provide guidance to contractors.

**Task 3**

Develop an electronic data transfer standard protocol (i.e. XML) to electronically transmit information between participating contractors and the Contractor. The information transmitted should be sufficient for the Contractor to review if participating contractors have followed SOPs. A draft data standards and instructions for using the standard will be developed and distributed to all interested parties for comment. Deliverables will include a draft data transfer standard and instruction and a final standard and instructions. The final standard is due 1 month after written comments are received on the draft standard.

**Task 4**

EPA plans to contract with a separate organization to conduct an evaluation of the pilot HPwES Program in Northern Virginia. The Contractor will cooperate with EPA's evaluation contractor and provide information requested by the EPA TOPO within 2 weeks of a request. This evaluation will look at jobs completed, type of work completed in each job, customer satisfaction, complaints, and inspection results. It will estimate the percentage of jobs meeting program standards and recommend program changes to improve performance.